



## GERMAN TOWNSHIP BOARD OF TRUSTEES MINUTES OF THE SPECIAL MEETING HELD ON JANUARY 26, 2021

**The meeting was held at the German Township Hall located at 12102 St. Rt. 725 West, Germantown, OH 45327 and virtually using WebEx.**

The SPECIAL MEETING was called to order by President Tyler Rehmert at 6:10 pm. In attendance were:

**President Tyler Rehmert**  
**Fiscal Officer Mark Heistand**

**Vice-President Abra Reed**

**Trustee Jacob Stubbs**  
**WebEx Facilitator Halie Sewell**

**ONLINE PUBLIC OFFICIALS FROM GERMANTOWN, FARMERSVILLE AND JACKSON TOWNSHIP:**

Name	Name	Name	Name
Nick Lamb	Brian Wafzig	Mike Moyer	

**OTHER ONLINE ATTENDEES:**

Name	Name	Name	Name
Brenda Wehmer	Karen Carmickle	Kurt Jacoby	Deb Cross
David Gehron	Lynn Cleveland	DJ	

The Germantown Press was notified of the Special Meeting on 1/18/21 at 11:49 am.

Mr. Rehmert led the group in the Pledge of Allegiance.

The announced purpose of the Special Meeting was:

- To meet with representatives from the City of Germantown, the Village of Farmersville, and Jackson Township to discuss a proposed Joint Economic Development District (JEDD) at the southwest corner of Manning Road and Germantown-Farmersville Pike for land owned by the Valley View School District.

**JEDD DISCUSSION:**

At the meeting Brian Wafzig represented Germantown, Nick Lamb represented Farmersville, and Mike Moyer represented Jackson Township. Also present was JEDD attorney Brenda Wehmer of the law firm Dinsmore & Shohl LLP. The above parties attended the meeting virtually.

The Trustees, along with Messrs. Wafzig, Lamb and Moyer and Ms. Wehmer, discussed the potential JEDD at the site where a new Valley View school building will be built. The meeting continued discussions held at previous meetings on 10/10/20, 11/18/20, 12/16/20 and 1/13/21.

Significant discussion items during the course of the meeting included the following:

- Mr. Rehmert noted that Mr. Wafzig emailed questions to Ms. Wehmer following the 1/13/21 meeting. Ms. Wehmer emailed her responses on 1/15/21. The parties discussed the emailed questions and responses during the meeting.
- Mr. Wafzig stated that renewal terms after the initial ten year term should be automatic. If not, all four entities would need to agree to renewal every ten years. The parties agreed with automatic renewals, with an opportunity for entities to leave under specified circumstances.
- Ms. Wehmer stated that, under automatic renewal, if a jurisdiction desires to leave the JEDD at the end of a term, its governing board would need to approve doing so at least 180 days before the term expires. German Township and at least one of the municipalities would need to remain a part of the JEDD in order for it to continue in existence.
- The parties previously agreed that the income tax rate would be 1.5% for the first five years of the JEDD (the construction period) and 1.25% for years six through ten (during occupancy) and during renewal periods.
- Ms. Wehmer noted that the JEDD Agreement will set forth the tax rates. Once formed, the JEDD Board will approve the JEDD tax rates; the 1.5%/1.25% rates would be effective unless the JEDD Board approves a change. Should Germantown or Farmersville's tax rate someday be reduced below the JEDD rate, the JEDD rate will automatically decrease to the higher of the Farmersville or Germantown rate.
- Ms. Wehmer noted that the JEDD Board will enter into a contract with one of the municipalities to administer/collect the JEDD's income tax. Mr. Lamb stated that Farmersville is interested in handling the tax collection activity for the JEDD.
- Mr. Wafzig reported that Germantown paid Cleveland's Central Collection Agency (CCA) 2% of collected tax when it first moved tax functions to CCA. Due to high volume of citizen contacts, the rate increased to 3.97%. The parties agreed that Farmersville should administer the tax.
- Ms. Wehmer stated that 2-5% is typically set aside and paid to the tax administrator. State statutes require that a certain amount of tax revenue is retained by the JEDD for its expenses. She noted that 0.5% or more is retained for the JEDD to pay audit fees, insurance, etc. The remaining tax revenue is split between the entities based upon the agreed percentages.
- The parties discussed the need for the JEDD to retain funds for potential tax refunds and agreed that 10% should be set aside for this purpose. Ms. Wehmer suggested that these funds be held by the JEDD until personal tax returns are filed in April of each year, after which unused retained funds could be distributed to the jurisdictions.
- Issues involved in collecting income tax from construction workers during the first five years were discussed. Ms. Wehmer stated that the construction companies should agree to collect the tax before they submit bids to the school district. She noted that there is a minimum number of days a worker needs to be on site before income tax can be collected. She noted that extra effort will be required to keep on top of construction worker tax collections.
- German Township and Germantown agreed to an equal split of their 70% of the tax revenue. Mr. Lamb noted that Farmersville and Jackson are still discussing how to split their 30%.
- Mr. Lamb asked if the jurisdictions should contribute funds to the JEDD for first year initial expenses. Ms. Wehmer responded that this is generally the case. She noted that the legally required contribution to the JEDD by the jurisdictions could be the cash needed to pay for the set up fees of the JEDD, including attorney fees, as well as first year expenses.

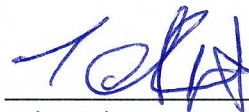


- Ms. Wehmer reported that her firm's engagement with Germantown has a \$5,000 cap without approval. She noted that at this point the fees are double the cap. She acknowledged that her firm will most likely agree to a total fee structure that will be less than it actually costs.
- Ms. Wehmer discussed the process she will follow to draft the JEDD agreement and other documents. Valley View will need to submit its petition to form a JEDD prior to the Public Hearing. After the Public Hearing, each jurisdiction's governing board will vote to approve the JEDD. The JEDD would become effective thirty days after the last entity votes its approval.
- Once the JEDD is effective, the JEDD Board is appointed. The Board will then approve the income tax resolution and the income tax administration agreement.
- Ms. Wehmer will draft the JEDD agreement and send it to the parties the week of 2/1/21 along with a list of open items. The parties agreed to hold the next meeting on 2/11/21 at 6:00 pm.
- Ms. Wehmer discussed the Public Hearing. One joint Public Hearing is allowable. However, all four jurisdictions must publish a Notice of the Hearing in a legal newspaper of general circulation at least 30 days prior to the Hearing. The JEDD Agreement must be finalized before the Notice is published, so that interested parties can review the Agreement prior to the Public Hearing. If any changes are made to the JEDD Agreement following the Public Hearing, the process must start again with a published Notice 30 days in advance of a new Public Hearing.
- Ms. Wehmer discussed the makeup of the five member JEDD board. One member will be appointed by the Townships, with each township alternating terms. One member will be appointed by the municipalities, with each municipality alternating terms. The members appointed by the townships and municipalities are usually an elected official or a staff person. However, a resident of the jurisdiction or a business person who works in the jurisdiction may also be appointed.
- A third member will be appointed by the Board of Education. A fourth member will be a school employee and will be appointed by the school superintendent. These four members appoint the fifth member. Ms. Wehmer noted that the fifth member is sometimes a local business person who is active in the community but is not connected with the school or any of the governments. The fifth member can either live or work in one of the jurisdictions.

**MEETING ADJOURNED:**

- With no further business, Mr. Rehmert made a MOTION, seconded by Mr. Stubbs, to adjourn. The MOTION WAS APPROVED by a unanimous voice vote. The Meeting adjourned at 7:28 pm.

Signed: \_\_\_\_\_



Tyler Rehmert, President, Board of Trustees

Attest: These minutes were approved by the Board of Trustees at their meeting on March 8, 2021.

Signed: \_\_\_\_\_



Mark A. Heistand, Fiscal Officer